	Form Initiator: Jennifer Steiger		Department/Division: Health		
Date Prepared: 3-4-11		Telephone: 520-432-9402			
Grantor: Arizona Department of Health Services			Grant Title: Health Start		
Grant Term From	: 10/1/10	To: 6/30/11			
Fund No/Dept. No:			Note: Fund No. will be assigned	l by the Finance Den	antment if now
New Grant ☐ Yes			crease \$ n/a	Decrease \$	
		<u>.,,,                                  </u>	174		717.0
Briefly describe pu Continue to provide residents.		ote healthy families and	d pregnancies programs for	the targeted group	ps of Cochise County
If amondment are	vida vasasa.				
If amendment, pro	to provide funds to cover	this fiscal year		NV-00-18-18-18-18-18-18-18-18-18-18-18-18-18-	
This is not a mandat	ed service, it is a service th	nat is provided by ADH	indications of local custor S statewide to help improve		
in Cochise County.					T
Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Funding Sources Current Fiscal Year		<b>State Funds 336.100</b> \$182,822	County Funds 391.000	Other	<b>Total</b> \$182,822
Funding Sources		State Funds 336.100	County Funds 391.000	Other	
Funding Sources Current Fiscal Year		<b>State Funds 336.100</b> \$182,822	County Funds 391.000	Other	\$182,822
Funding Sources  Current Fiscal Year  Remaining Years  Total Revenue		\$182,822 tbd \$182,822		Other	\$182,822 tbd
Funding Sources  Current Fiscal Year  Remaining Years  Total Revenue  Is County match recommends	Federal Funds 332.100	\$182,822 tbd \$182,822 If yes, dollar amou		Other	\$182,822 tbd
Funding Sources  Current Fiscal Year  Remaining Years  Total Revenue  Is County match recommended the second to th	Federal Funds 332.100 quired? Yes XNo	\$182,822 tbd \$182,822 If yes, dollar amou	unt \$unding Source: ADHS	Other	\$182,822 tbd
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Funding Sources  Current Fiscal Year  Remaining Years  Total Revenue  Is County match rec Has this amount be Federal Catalog of  Method of collectir	Federal Funds 332.100  quired? Yes XNo een budgeted? XYes Federal Domestic Assis	\$182,822 tbd \$182,822 If yes, dollar amou No Identify Futance (CFDA) No: n/a	unt \$unding Source: ADHS		\$182,822 tbd \$182,822
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Funding Sources  Current Fiscal Year  Remaining Years  Total Revenue  Is County match red  Has this amount be  Federal Catalog of  Method of collectir  Is revertment of un  a) Total A-87 cost a  b) Amount of over	Federal Funds 332.100  quired? Yes No een budgeted? Yes Federal Domestic Assis ng grant funds: Lump expended funds require flocation \$66,240 head allowed by grant of indirect costs as an allowed by	state Funds 336.100 \$182,822 tbd \$182,822 If yes, dollar amou No Identify Futance (CFDA) No: n/a sum payment Qued at end of grant per \$35,158	unt \$	raw Reimbu	\$182,822 tbd \$182,822

#### **Executive Summary Form**

#### Agenda Number: (Health Start, FY 10-11

#### Recommendation:

Approval of IGA HP061205-003, Health Start Contract between the Arizona Department of Health Services, Bureau of Women's and Children's Health, and the Cochise County Health Department. This is a one year contract extension subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years. This contract is for the period of 10/1/2010 to 6/30/2011 in the amount of \$182,822, renewable in up to 5 twelve (12) month blocks.

#### Background (Brief):

The Health Department Adolescent Maternal Child Health (AMCH) program has received the Health Start grant for over 15 years and promotes healthy families and pregnancies among county residents. The grant serves women with a risk factor for pregnancy and post partum issues. The purpose is to reduce those risks through a community health worker program where medically trained community members act as a guide and mentor starting with the pregnancy and ending after the first two years of the child's life.

2009 Advanced Vital Statistics - Cochise County has the second highest rate of low birth weight infants in Arizona. As such, both mothers and children are at higher risk for preventable negative health outcomes. In addition, publicly-funded social services from other sources have dramatically decreased due to state funding cuts, thus increasing this need for the program.

#### Fiscal Impact & Funding Sources:

This is a grant-funded, fixed price program from the Arizona Department of Health Services in the amount of \$182,822. Based on a twelve-month July-June funding cycle, the aggregate grant amount is \$221,916 in FY 10/11.

The net county subsidy is calculated as follows (projected salaries/EREs are for the twelve-month funding cycle and reflect current staffing levels):

Projected Salaries/EREs	191,722
A87 Overhead at 34.55%	66,240
Collected Overhead at 34.55% (July-Sept.) Collected Overhead at 12% (Oct-June)	16,733 18,425
Net County Subsidy	31,082

The collected overhead was reduced effective October, 2010 because we did not anticipate that our funding request of \$258,000 would be reduced by the ADHS to \$182,822 due to funding cuts at the state level. Health Start is based on #2 Lottery funding and ADHS general line item funds.

#### **Executive Summary Form**

#### Agenda Number: (Health Start, FY 10-11

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this grant will cause the cessation of this value-added program to at-risk pregnant women and parenting families in Cochise County. The home visiting programs provided by Cochise County served over 792 families with close to 3,000 visits during fiscal year July '09-June'10 in three districts of the county.



### Offer and Acceptance

SOLICITATION NO: HP061205

OFFEROR:

PAGE
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OF
50

#### ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams Street

Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax

#### **OFFER**

#### TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status

Small Business status.
Arizona Transaction (Sales) Privilege Tax License No:  N/A
Federal Employer Identification No:
86- 6000398 Phone: 520-432-9400
Fax: 570-432-9480
COCHISE COUNTY HEALTH DEPARTMENT  Company Name  1415 MELODY LANE, BLDG. A  Prihled Name  COCHISE COUNTY HEALTH DEPARTMENT  Signature of Person Authorized to Sign Offer  WALL HAVIC  Prihled Name
BISBEE AZ 85603 DIRECTOR City State Zip Title
By signature in the Offer section above, the Offeror certifies:  1 The submission of the Offer did not involve collusion or other anticompetitive practices.  2 The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246. State Executive Order 75.5 or A R S §§ 41–1461 through 1465  3 The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer Failure to provide a valid signature affirming the slipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.  4 The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less  5 In accordance with A R S §35–397, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran 6. In accordance with A.R.S. §35–397, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
ACCEPTANCE OF OFFER
The Offer is hereby accepted.  The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.  This Contract shall henceforth be referred to as Contract No. HP061205
State of Arizona Awarded this / day of Detober 20 10
Procurement Officer

### UNIFORM TERMS AND CONDITIONS

## UNIF' RM TERMS AND CONDITIC'S SOLICITATION NO: HP061205

- A. Definition of Terms As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
  - 1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer
  - 2 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
  - 3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - 4. "Contractor" means any person who has a Contract with the State.
  - 5 "Days" means calendar days unless otherwise specified
  - 6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation
  - 7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
  - 9 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract
  - 10 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
  - 11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract
  - 12 "State" means the State of Arizona and ADHS or Agency of the State that executes the Contract
  - 13. "State Fiscal Year" means the period beginning with July 1 and ending June 30,

#### B. Contract Interpretation

- Arizona Law The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7
- 2 Implied Contract Terms Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.1 Special Terms and Conditions;
  - 3.2 Uniform Terms and Conditions;
  - 3 3 Statement or Scope of Work;

# UNIFORM TERMS AND CONDITIONS SOLICITATION NO: HP061205

- 3 4 Specifications;
- 3.5 Attachments;
- 36 Exhibits;
- 3.7 Documents referenced or included in the Solicitation
- 4 Relationship of Parties The Contractor under this Contract is an Independent Contractor Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 5. Severability The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 7 No Waiver Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it

#### C. Contract Administration and Operation

- 1. Records. Under A R S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 2. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act
- 3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract
- 4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection
- 5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer
- 7 Property of the State Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State The Contractor is not entitled to a patent or copyright on

## UNIFORM TERMS AND CONDITION'S SOLICITATION NO: HP061205

those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

8. Ownership of Intellectual Property Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of this contract

#### D. Costs and Payments

- Payments Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days
- 2. Delivery Unless stated otherwise in the Contract, all prices shall be F O B. Destination and shall include all freight delivery and unloading at the destination
- 3 Applicable Taxes
  - 3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes
  - 3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - Tax Indemnification Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 3.4 IRS W9 Form In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law
- 4. Availability of Funds for the Next State fiscal year Funds may not presently be available for performance under this Contract beyond the current state fiscal year No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
  - 5.1 Accept a decrease in price offered by the Contractor;
  - 5 2 Cancel the Contract; or
  - 5.3 Cancel the Contract and re-solicit the requirements

### UNIFORM TERMS AND CONDITIONS

**SULICITATION NO: HP061205** 

#### E. Contract Changes

- 1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes
- 2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

#### F. Risk and Liability

1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

#### 2 Indemnification

- 2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' Departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence.
- Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers "
- 3. Indemnification Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

#### 4. Force Majeure

4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government.

## UNIFORM TERMS AND CONDITION'S SULICITATION NO: HP061205

authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence

- 4.2 Force Majeure shall not include the following occurrences:
  - 4 2 1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
  - 4 2 2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - 4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 4 3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure
- 5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

#### G. Warranties

- Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens
- 2. Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
  - 2.1 Of a quality to pass without objection in the trade under the Contract description;
  - 2.2 Fit for the intended purposes for which the materials are used;
  - 2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 2.4 Adequately contained, packaged and marked as the Contract may require; and
  - 2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

# UNIFORM TERMS AND CONDITION'S SOLICITATION NO: HP061205

#### 5 Year 2000

- Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data. Year 2000 issues.
- 6. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements
- 7 Survival of Rights and Obligations after Contract Expiration or Termination.
  - 7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7 2 Purchase Orders The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

#### H. State's Contractual Remedies

1. Right to Assurance If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

#### 2. Stop Work Order

2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

# UNIFORM TERMS AND CONDITION'S SULICITATION NO: HP061205

- 2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly
- 3. Non-exclusive Remedies The rights and the remedies of the State under this Contract are not exclusive.
- 4 Nonconforming Tender Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it
- 5. Right of Offset The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

#### I. Contract Termination

- 1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 2. Gratuities The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity Offered by the Contractor.
- 3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an Offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and

be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

#### 5 Termination for Default

In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory

### UNIFORM TERMS AND CONDITION'S SOLICITATION NO: HP061205

progress in performing the Contract The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor

- Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 6 Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice

#### J. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder

#### K. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by ARS § 12-1518, except as may be required by other applicable statutes

#### L. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 104, Phoenix, Arizona, 85007.

### SPEC'AL TERMS AND CONDITIC'S SULICITATION NO: HP061205

#### A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq, the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

#### B. Term of Contract (3 Years)

The term of any resultant Contract shall commence on date of award and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein

#### C. Contract Extensions 5 Year Maximum

The Contract term is for a three (3) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years

#### D. Contract Type

Fixed Price

#### E. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor

#### F. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
- 2 Key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications

#### G. Price Adjustment

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers Price reductions will become effective upon execution of a Contract amendment.

#### H. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

### SPECIAL TERMS AND CONDITIONS

# SPEC AL TERMS AND CONDITIC 'S SULICITATION NO: HP061205

#### A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein

#### B. Term of Contract (3 Years)

The term of any resultant Contract shall commence on date of award and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein

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#### D. Contract Type

Fixed Price

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The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

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# SPEC'AL TERMS AND CONDITIC''S SULICITATION NO: HP061205

#### I. Volume of Work

The ADHS does not guarantee a specific amount of work either for the life of the Contract or on an annual basis

#### J. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

#### K Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

#### L. Order Process

The award of a contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor

#### M. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

#### N. Payment Procedures

ADHS accounting will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them to the ADHS Accounting Office for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor

#### O. Financial Management

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the ADHS when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

# SPEC 'AL TERMS AND CONDITIC''S SULICITATION NO: HP061205

State Funding. Contractors receiving state funds under this contract shall comply with the certified Compliance provisions of A R S § 35-181 03

<u>Federal Funding</u> Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order

#### P. Inspection and Acceptance

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by the ADHS The ADHS may withhold payment for services that are deemed to not meet contract standards.

#### Q. Authorization for Services

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

### R. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- 2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract
- 3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract
- 4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

#### S. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### T. Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property

# SPEC 'AL TERMS AND CONDITIC''S SULICITATION NO: HP061205

caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or Sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### U. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

1. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1.1 Commercial General Liability – Occurrence Form

1.1.1 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage

1 1 1 1 General Aggregate	\$2,000,000
1 1 1 2 Products – Completed Operations Aggregate	\$1,000,000
1 1 1.3 Personal and Advertising Injury	\$1,000,000
1.1.1.4 Blanket Contractual Liability – Written and Oral	\$1,000,000
1 1.1.5 Fire Legal Liability	\$ 50,000
1 1.1 6 Each Occurrence	\$1,000,000

1 1 2 The policy shall be endorsed to include the following additional insured language: "The Department of Health Services, the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be

named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

1.1.3 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

# SPEC AL TERMS AND CONDITIC 'S SULICITATION NO: HP061205

#### 1.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract

1 2 1 Combined Single Limit (CSL)

\$1,000,000

- 1 2 2 The policy shall be endorsed to include the following additional insured language: "The Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".
- 123 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

#### 1.3 Worker's Compensation and Employers' Liability

131 Work	ers' Compensation	Sta	atutory
1.3 2 Empl	oyers' Liability		
132	1 Each Accident	\$	500,000
1 3 2	2 Disease - Each Employee	\$	500,000
1.3.2	3 Disease - Policy Limit	\$1	,000.000,

- 1 3 3 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor
- 1.3.4 This requirement shall not apply to: Separately, EACH Contractor or subcontractors exempt under A.R.S. 23-901, and when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form

#### 1.4 Professional Liability (Errors and Omissions Liability)

1 4 1 Each Claim \$1,000,000 1 4 2 Annual Aggregate \$2,000,000

- 1 4 3 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede
- the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 1 4 4 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract
- 2 <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:

## SPEC'AL TERMS AND CONDITIC'S SULICITATION NO: HP061205

- 2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract
- 2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources
- 2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract
- 3. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona Such notice shall be sent directly to The Arizona Department of Health Services, 1740 West Adams, Room, 303, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- 4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 5. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to The Arizona Department of Health Services, 1740 West Adams, Room 303, Phoenix, AZ 85007 The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- 6. <u>SUBCONTRACTORS</u>: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 7. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 8. **EXCEPTIONS:** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### V. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it

### SPEC'AL TERMS AND CONDITIC'S SULICITATION NO: HP061205

will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer

#### W. Pandemic Contractual Performance

- 1. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:
  - 1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce
  - 1.2 Alternative methods to ensure there are products in the supply chain
  - 1.3 An up to date list of company contacts and organizational chart
- 2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:
  - 2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms.
  - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A R.S. 41-2537 of the Arizona Procurement Code
  - 2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at is sole discretion, may reinstate the temporarily voided Contract(s)

#### X. Eligibility for State or local public benefits; documentations and violations

Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. § 1-502. A.R.S. § 1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrate a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. § 1-502in the delivery of services under this Contract.

### SCOPE OF WORK

#### SCOPE OF WORK

SULICITATION NO: HP061205

#### A. Background

The Arizona Health Start Program was developed over eighteen (18) years ago to address the steady increases in the rate of women receiving inadequate or no prenatal care in the 1980's Late or no prenatal care is associated with preterm and low birth weight births, which increases the risk of infant mortality. The trend continued through 1990, when Arizona was ranked 45th lowest in the nation for the number of women receiving adequate prenatal care. In 2008 and 2009, Arizona ranked 34<sup>th</sup> lowest in the nation, indicating that entry into early, consistent prenatal care is still a challenge Many Arizona women experienced barriers that kept them from seeking prenatal care especially during the first trimester. These barriers encompassed a number of social and cultural factors, as well as geographical accessibility. Early prenatal care is very important in identifying potential risks early in the pregnancy and initiating treatment. More recent research indicates that the health of a woman prior to pregnancy might have a greater influence on improving birth outcomes. Preconception health is a woman's health before she becomes pregnant Preconception care aims to promote the health of women of reproductive age before conception and thereby improve pregnancy related outcomes. Interconception health is a woman's health between pregnancies. Preconception care includes assessing health risk factors and implementing intervention strategies to support women as they strive to adopt healthier behaviors. The Health Start Program will have a strong focus on preconception and interconception care through the provision of educational services, screenings and assessments to women and their families.

Health Start is based on an earlier program titled "Un Comienzo Sano/A Healthy Beginning" that was created in 1984 through the Rural Health Office of the University of Arizona College of Medicine, Department of Family and Community Medicine, utilizing lay health workers or "Promotoras" to address the needs of rural, minority pregnant women in Arizona. In 1992, the Arizona Health Start Program was established and administered by the Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH) based on the earlier model Health Start is governed by ARS § 36-697, which describes the purpose, requirements and administration of the program. Health Start is a community based outreach program that identifies, screens and enrolls pregnant women early in their pregnancies and assists them with obtaining early and consistent prenatal care, provides prenatal and postpartum education, information and referral services, advocacy and emphasizes timely immunizations and developmental assessments for their children.

The Mission of the Health Start Program:

1. To educate, support and advocate for families at risk by promoting optimal use of community based family health care services and education services through the use of community health workers who live in and reflect the ethnic, cultural and socioeconomic characteristics of the community they serve.

The Goals of the Health Start Program are to:

- Increase prenatal care services to pregnant women
- 2 Reduce the incidence of infants who weigh less than fifteen hundred (1,500) grams (three (3) pounds, four (4) ounces) at birth and who require more than seventy—two hours of neonatal intensive care.
- 3 Reduce the incidence of children affected by childhood diseases
- 4. Increase the number of children receiving age appropriate immunizations by two (2) years of age
- 5 Increase awareness by educating families:
  - 5.1 On the importance of good nutritional habits to improve the overall health of their children;
  - 5.2 On the need for developmental assessments to promote the early identification of learning disabilities, physical handicaps or behavioral health needs; and
  - 5.3 Of the benefits of preventative health care and the need for screening examinations such as hearing and vision

The Health Start Program administration is subject to the appropriation of lottery fund monies as provided through Proposition 203, the Healthy Arizona Initiative. The program shall be statewide, based in targeted communities and neighborhoods with a high incidence of inadequate prenatal care, inadequate infant health care, high percentages of preterm births and low birth weight births. The incidence and prevalence of these conditions

among groups are referred to as health disparities. Women marginalized because of socioeconomic status, race/ethnicity, geographic location and other factors are more likely to experience worse health. They also tend to have less access to the social determinants or conditions that impact health, such as healthy food, good housing, good education, employment opportunities and safe neighborhoods. It is important that women become aware of these risk factors and how they can affect their health and the health of their families across their lifespan. The life course perspective emphasizes the individual responsibility across the lifespan, encouraging the development of a reproductive life plan.

The Health Start Program will integrate a community health nursing component, providing home visits to high risk infants who have been in the neonatal intensive care unit for five (5) days or longer and are enrolled in Health Start. The Community Health Nurse (CHN) will provide support to families during the transition of the infant to home; conduct developmental, physical and environmental assessments and make referrals to specific community services as needed. Services may be provided if needed, until a child's first birthday. This additional component may be more time intensive and may require more visits by the CHN, who will only serve the high risk clients in need, which may impact the total number of clients served.

In 2008 in Arizona, approximately 79 percent of births were born to women who began prenatal care in the first trimester, an increase from 76 percent in 2004. In addition, data from 2008 indicate that 25 percent of infants born to women receiving no prenatal care were premature compared to 10 percent receiving early prenatal care. Similarly, 15 percent of the infants born to women with no prenatal care had low birth weight compared to seven percent of women who received early prenatal care. In 2009, the Health Start Program provided 3,850 prenatal visits and 8,084 family follow-up visits to 2,319 clients and their families. Recently published research on the Health Start Program found that Health Start participants had higher birth weight babies (above 2,500 grams) and longer gestational periods (greater than or equal to 37 weeks) than non Health Start participants.

#### B. Objectives

- To identify, screen and enroll pregnant women at risk of having a preterm or low birth weight birth and to ensure that they have early and consistent prenatal care through the provision of home based, family centered culturally appropriate education and referral services
- 2 To identify, screen and enroll postpartum women with children up to age two (2) with medical and social risk factors that increase the likelihood that they or their children will experience future poor health outcomes
- 3 To establish a network of health and social service providers in communities and neighborhoods that are accessible to all women, children and their families in an effort to link program participants to adequate prenatal care, adequate infant care, and other services that reduce illiteracy, reduce dependency on welfare, encourage employment, and encourage self-sufficiency and community involvement.
- 4. To integrate preconception and interconception health education and health screening that will improve a women's health before, during and between pregnancies through the implementation of the life course perspective, focusing on health outcomes across the span of a women's life, emphasizing folic acid supplements, proper immunizations, proper nutrition, healthy behaviors and family planning and development of a reproductive life plan into the services provided to women

#### C. DEFINITIONS

- "Community Health Worker" for the purpose of this document means an individual who has been specially trained to reach out into the community to identify pregnant/postpartum women, to provide information and education about specific topics, and to provide support and advocacy to help them access resources which they may need Community Health Workers reflect he ethnic, cultural and socio-economic makeup of the neighborhoods they serve.
- 2 "Community Health Nurse" for the purpose of this document means a Registered Professional Nurse (R N ) who provides high risk nursing home visit services to infants who have been in the neonatal intensive care unit (NICU) for five days or longer and are enrolled in Health Start

3. "Medical Home" as defined by the American Academy of Pediatrics is a model of delivering primary care that is accessible, continuous, comprehensive, family-centered, coordinated, compassionate, and culturally effective care

#### D. SCOPE OF WORK

The Contractors shall develop administrative, management, organizational systems and information and referral networks to implement and manage a Health Start Program at the contracted site in targeted communities/service areas at risk for preterm and low birth weight births and high rates of infant mortality per the Health Start Policy and Procedure Manual (HSPPM). Contractor shall provide monthly program documentation and quarterly reports with results of efforts related to improving the social determinants of health and achieving any quality improvement indicators as described in the HSPPM. The program shall be statewide.

#### E. TASKS

The Contractor shall:

- 1. Identify a Project Manager who shall be the primary contact person for the ADHS Program Manager The Project Manager shall, at a minimum:
  - 1.1 Serve as a primary day-to-day contact with the Agency;
  - 1 2 Attend, lead, and prepare materials for meetings as requested;
  - 1.3 Ensure all necessary operational components are completed prior to implementation;
  - 1.4 Troubleshoot and correct problems after implementation;
  - 1 5 Designate an alternate contact for when the Project Manager is unavailable;
  - 1.6 Assure that the Offeror, as well as any subcontractors, fulfills its duties and responsibilities under the Contract; and deliver required documents to the ADHS.
- 2 Employ a Health Start Program Coordinator at a minimum 25 FTE to serve as the primary contact person regarding the implementation of the program at the community level and provide administrative oversight of all contracted activities. The Program Coordinator shall be the primary contact for the ADHS Program Manager for all contract related requirements.
- 3. At a minimum the Health Start Program Coordinator shall:
  - 3.1 Recruit, hire, train and supervise at a minimum one 50 Community Health Worker from the communities to be served who shall identify, screen and enroll pregnant and postpartum women;
  - Recruit, hire, train and supervise a Community Health Nurse or subcontract for high risk nursing home visit services as needed for the high risk clients residing in the Contractor's targeted service area;
  - 3.3 Complete a background check for all staff working under this Contract and maintain a copy in the personnel file (Attachment 6);
  - 3.4 Ensure that each 50 Community Health Worker maintains a minimum caseload of thirty-five (35) women with a majority being prenatal clients; develop a plan for outreach to recruit and maintain minimum number of clients;
  - 3 5 Attend all Health Start sponsored annual meetings and trainings;
  - 3.6 Ensure that Community Health Workers attend all Health Start sponsored annual meetings and trainings;

- 3.7 Ensure that Community Health Nurses shall attend Health Start sponsored annual meetings and trainings upon request;
- 3.8 Ensure that Community Health Workers provide preconception/ interconception education to women that have negative pregnancy tests;
- 3.9 Provide at least eight (8) hours of training to Community Health Workers to ensure adequate knowledge of pregnancy, prenatal care, maternal nutrition, women's health, child health, immunization requirements, preconception and interconception health, family planning and development of reproductive life plans and screenings regarding alcohol use and depression and how to facilitate referrals
- 3.10 Provide or arrange for a minimum six (6) hours of approved continuing education and training on an annual basis to Community Health Workers;
- 3 11 Instruct Community Health Workers on how to screen and enroll clients utilizing enrollment form and a health risk assessment tool, provide home/office visits of a minimum of thirty (30) minutes duration, screenings, educational classes of at least one (1) hour duration, developmental assessments and referrals;
- 3 12 Provide at least eight (8) hours of supervised home visits with Community Health Workers within ninety (90) days after employment;
- 3 13 Instruct Community Health Nurses on how to identify eligible high risk infants and their families not followed by High Risk Perinatal Program (HRPP), screen and enroll clients utilizing enrollment form and a health risk assessment tool, provide home visits of a minimum of thirty (30) minutes duration, screenings, developmental assessments and referrals;
- 3 14 Provide one (1) supervised home visit per year thereafter of each Community Health Worker, complete Health Start Home Visiting Checklist and save the checklist in the personnel file as described in HSPPM;
- 3.15 Train Community Health Workers and Community Health Nurses on accurate completion of forms and the identification and utilization of information and referral resources that are available within the Contractor's service area;
- 3.16 Develop a plan to ensure that the Contractor is making efforts to achieve quality improvement indicators as described in the HSPPM;
- 3.17 Identify and annually update a network of available health care, behavioral health and social service providers and resources to which participants could be referred for services they may need;
- 3 18 Ensure that Community Health Workers and Community Health Nurses verify that participants received or denied services through a Contractor referral form;
- 3.19 Assist Community Health Workers and Community Health Nurses with referrals and all encounter form documentation;
- 3.20 Ensure that Contractor employee or sub-contractor shall maintain a Registered Professional Nurse (R N) to provide home visits to high risk infants who have been in the neonatal intensive care unit for five (5) days or longer and are enrolled in Health Start. The Community Health Nurse (CHN) shall

provide support to families during the transition of the infant to home; conduct developmental, physical and environmental assessments and make referrals to specific community services as needed. Services shall be provided in the client's home and may be provided if needed, until a child's first birthday

- 3.21 Ensure that Contractor or subcontractor maintains the following professional support persons:
  - 3 21 1 A Registered Professional Nurse (R N.) for a minimum of four (4) hours of consultation per month;
  - 3.21.2 A Certified Independent, Licensed Certified, Licensed Masters Social Worker and/or Licensed Professional Counselor (CISW, LCSW, LMSW, LPC) for a minimum of four (4) hours of consultation per month to assist with training of Community Health Workers, attend monthly case management conferencing and to provide guidance regarding difficult issues;
- 3.22 Ensure that the Contractor, as well as any subcontractors or consultants, fulfill its duties and responsibilities as described in the HSPPM and the Contract;
- 3.23 Maintain client records that are complete, organized and kept in a locked location at the Contractor's site as described in the HSPPM;
- 3.24 Ensure that all Health Start Program forms and visit notes are accurate and complete every month and filed in client charts;
- 3.25 Conduct monthly data preparation to ensure all forms, client logs, and invoices are accurate and complete and submitted to ADHS within fifteen (15) days of the end of the billing period, ensure that all visit forms are signed and dated by clients in blue ink at the bottom of the form, ensure timely response to ADHS Data Managers and/or Health Program Manager if there are any questions;
- 3 26 Conduct quarterly data preparation to complete quarterly reports within thirty (30) days after the end of each quarter as described in the HSPPM; ensure timely response to ADHS Data Manager and/or Health Program Manager if there are any questions; and
- 3.27 Ensure monthly review of progress in meeting any quality improvement indicators as described in the HSPPM.
- 3.28 Develop a monthly follow-up visit checklist and call at a minimum two clients visited by each Community Health Worker that month to ask the client questions about the visit to ensure that visits occurred and that the client was satisfied with the services. A copy of the Contractor developed check list form shall be turned in with the monthly billing; and
- 3.29 Ensure that Community Health Workers and Community Health Nurses maintain a daily/monthly online calendar of scheduled home visits, classes and any other activities related to Health Start. Provide copies of all monthly staff calendars for that month with monthly billing
- 4. Submit complete and accurate original hard copies of Health Start Billing Monthly Invoices as described in the HSPPM in accordance with the approved Contract Price Sheet with:
  - 4.1 Attached detail log of client visits organized by type;
  - 4.2 Copies of all visit/screening and commitment forms attached in the order of the client log;
  - 4 3 Client class lists complete with client signatures and type list of class participants;

- 4.4 Staff certificates of attendance for non-Health Start sponsored trainings being billed; and
- 5 Submit Health Start Quarterly Report within thirty (30) days of the end of September, December, March and June of each year Report shall address the following as described in the HSPPM:
  - 5.1 Any improvements made in social determinants of health in communities serviced;
  - 5.2 The preconception/interconception education provided;
  - 5.3 Progress made in achieving any quality improvement indicators; and
  - 5 4 Fourth Quarter Report within thirty (30) days after the beginning of the fiscal year starting July 1, shall contain:
    - 5 5.1 A description of the Contractor's prior year's summary of prior year's activities,
    - 5.5.2 Next year's projected number of prenatal and postpartum clients to be enrolled,
    - 5.5.3 Current and projected caseload of each CHW,
    - 5.5.4 Projected number and type of FTE's for program,
    - 5.5.5 Projected number of visits by type to be provided,
    - 5 5 6 Number of classes to be provided by topic, and
    - 5 5 7 The plan to address any quality improvement indicators
- 6 Maintain regular communication and work closely with ADHS on the subjects of:
  - 6.1 Program Development;
  - 6.2 Implementation;
  - 6.3 Notification regarding any changes to personnel and daily operations as issues arise;
  - Share information with ADHS and other Health Start Contractor's through conference calls, webinars and other sources regarding resources, forms, reports, challenges and barriers; and
  - 6.5 Be responsive to ADHS requests for clarification, missing data or other requested information.
- 7. Collaborate with other community based agencies, health departments or other providers that may be providing similar home visiting programs in the targeted service area;
- 8. Community Health Workers (CHW) shall:
  - 8 1 Identify and implement community based outreach strategies to:
    - 8.1.1 Identify,
    - 8 1.2 Screen; and
    - 8.13 Enroll pregnant or postpartum women:
      - 8.1.3 1 With children under age two (2),
      - 8 1 3 2 At risk for poor birth outcomes,
      - 8 1 3.3 Who reside in the Contractor's targeted service area, and
      - 8 1 3 4 Who meet the medical and social risk eligibility criteria as described in the Contract and HSPPM:
  - 8.2 Conduct pregnancy test of potential clients as necessary;

- 8.2.1 If pregnancy tests result is positive, offer enrollment into the Health Start Program,
- 8.2.2 If pregnancy test result is negative, conduct screening using a health risk assessment tool and provide appropriate preconception/and interconception education for a minimum of thirty (30) minutes and referrals, as needed, per HSPPM;
- 8 3 If a pregnant or postpartum woman agrees to participate in the Health Start Program, complete Intent to Participate and Client Enrollment forms per HSPPM;
- 8.4 Schedule and conduct prenatal visits for a minimum of thirty (30) minutes per visit per client and as described in the HSPPM:
- 8 5 Schedule and conduct family follow-up and multiple child visits for a minimum of thirty (30) minutes per visit per client as described in the HSPPM;
- 8.6 Schedule and conduct as an education option, health education classes for a minimum of one (1) hour per class for a minimum of four (4) Health Start enrolled clients as described in HSPPM;
- 8 7 Provide each enrolled client the Arizona Family Resource Guide at enrollment;
- 8.8 Conduct alcohol use screening, and brief intervention education if necessary, of all enrolled prenatal clients per HSPPM;
- 8.9 Conduct depression screening and other health/behavioral health screenings as necessary of all enrolled prenatal and postpartum clients per HSPPM;
- 8 10 Administer the Ages and Stages three (3) and Social Emotional Developmental Assessment Screening at the four (4), eight (8), twelve (12), eighteen (18) and twenty-four (24) month intervals for all children per HSPPM;
- 8.11 Provide health education services, support, advocacy and referrals to enrolled women and their families during each visit as described in the HSPPM;
- 8 12 Assist enrolled clients in securing an established source of prenatal care and/or primary care and assist the family with establishing a medical home for all family members in the service area or nearest location;
- 8.13 Provide referrals using Contractor's referral form; verify and document outcome of the referrals as described in the HSPPM;
- 8 14 Provide and administer the Safe Home/Safe Child Checklist in the enrolled client's place of residence within five (5) months after the birth of the index child as required in the HSPPM;
- 8 15 Provide Never Shake a Baby education and commitment forms to all postpartum clients within two (2) months after child is born as described in the HSPPM;
- 8.16 Ensure that the social determinants of health are addressed per the HSPPM and that preconception and interconception screening, education, referrals and support are provided; and
- 8.17 Provide a client satisfaction survey to clients four (4) weeks after the prenatal period and after two (2) years of family follow-up services or at disenrollment from the program; collect completed surveys and keep on file for site review

#### 9 Community Health Nurses (CHN) shall:

9.1 Identify and implement community based outreach strategies to:

- 9.1 1 Identify infants who have been in the neonatal intensive care unit for five (5) days or longer who are not being followed by the ADHS HRPP Program;
- 9 1.2 Identify, screen and enroll postpartum women:
  - 9 1.2 1 With infants who have been in neonatal intensive care unit for five (5) days or longer who are not being followed by the ADHS HRPP Program,
  - 9.1.2.2 Who reside in the Contractor's targeted service area, and
  - 9 1 2 3 Who meet the medical and social risk eligibility criteria as described in the Contract and HSPPM:
- 9 2 If postpartum woman agrees to participate in Health Start Program, complete Intent to Participate and Client Enrollment forms as per HSPPM;
- 9.3 Schedule and conduct a minimum of one (1) but no more than three (3) per year (up to infants first birthday) high risk nurse home visits for a minimum of thirty (30) minutes per visit per client in the client's home as described in the HSPPM;
- 9 4 Provide each enrolled high risk client the Arizona Family Resource Guide at enrollment;
- 9 5 Delegate any services to CHW if CHN determines this is appropriate;
- 9.6 Conduct depression screening and other health/behavioral health screenings as necessary of enrolled high risk clients;
- 9 7 Administer the Ages and Stages three (3) and Social Emotional Developmental Assessment Screening at the four (4), eight (8) and twelve (12) month intervals for all children per HSPPM;
- 9.8 Provide health education services, support, advocacy and referrals as necessary to enrolled high risk clients;
- 9 9 Provide referrals using Contractor's referral form; verify and document outcome of the referrals as described in the HSPPM;
- 9.10 Provide and administer the Safe Home/Safe Child Checklist in the enrolled high risk client's place of residence within 5 months after birth of the high risk child as required in the HSPPM;
- 9 11 Provide Never Shake a Baby education and commitment forms to all high risk postpartum clients within 2 months after high risk child is born as described in HSPPM;
- 9.12 Provide a client satisfaction survey to high risk clients after on (1) year of high risk nursing home visits or at disenrollment from the program; collect completed surveys and keep on file for site review;

#### F. Requirements

The Contractor shall:

- Identify a Project Manager;
- 2. Have one (1) year experience providing the services as described in the Scope of Work to pregnant and post partum women and be able to complete all the listed tasks;
- 3. Hire Community Health Worker (s) that live in the targeted service area that are able to complete the services and meet the minimum qualifications as defined in the HSPPM;

- Adhere to Arizona Revised Statute A.R.S. § 36-697 (<a href="http://www.azleg.gov/ArizonaRevisedStatutes.asp">http://www.azleg.gov/ArizonaRevisedStatutes.asp</a>);
- 5 Provide a current and accurate Certificate of Insurance (COI) as described in the Special Terms and Conditions within five (5) days of Contract award A Purchase Order shall not be issued for services without this document on file with ADHS.

#### G. State Provided Items

ADHS shall provide the following upon award:

- 1 The revised Health Start Policy and Procedure Manual will be available by April 28, 2010, (online link will be provided) to include the following:
  - 1.1 Visit Forms, Screening forms, Commitment forms (English and Spanish versions);
  - 1 2 Health Risk Assessment Tool (example);
  - 1 3 Client Satisfaction Survey (example); and

#### 1.4 Quarterly Report Form

- 2 Technical assistance to the Contractor's staff that are implementing the Health Start Program;
- Monitor the implementation and operation of the program, and ongoing compliance with Contract provisions and the Health Start Policy and Procedure Manual (HSPPM), through site visits, review of submitted forms and other mechanisms:
- 4. Provide Contractor with forms, guides, screening forms, and any other forms that may be necessary to implement the program;
- 5 Provide Contractor with summary information from the Health Start forms and other information if available;
- 6 Safe Home Safe Child Checklists (English and Spanish versions);
- 7. Ages and Stages Assessment Questionnaires Third Edition, (ASQ-3) and Social Emotional (English and Spanish versions);
- 8 Arizona Family Resource Guide (English and Spanish versions); and
- 9 List of Provider Resources

#### H. Approvals

- 1. Any marketing or educational materials, and promotional items, media or forms including but not limited to, brochures, posters, publications, or journal articles developed using funds awarded under this Contract:
  - 1 1 A draft of the material shall be submitted to ADHS Program Manager for approval prior to printing;
  - 1.2 A copy shall be provided to ADHS Program Manager for each item created;
  - 1.3 All marketing or educational materials shall bear the following "Funded in part by the Bureau of Women's and Children's Health as made available through the Arizona Department of Health Services."
- 2 Monthly Contractor's Expenditure Report (invoice/CER) shall be approved by ADHS prior to payment;
- 3 Health Start Quarterly Report;
- 4 Health Start Community Health Worker training prior to CHW attendance and billing ADHS for the approved training per HSPPM; and

5. Contractor visits to clients temporarily residing in alternative living situations including but not limited to rehabilitation centers, jails, inpatient treatment centers or homeless shelters, and when primary caregiver is out of the home for extended periods of time, shall be approved on a case by case basis by ADHS;

#### I. Deliverables

The Contractor shall submit to ADHS:

- 1. Monthly Health Start Billing Invoice (Attachment 1) with attached copies of program documentation including all forms, client logs and other documentation within fifteen (15) days after the end of the service month;
- 2 Health Start Quarterly Report within thirty (30) days after the end of each quarter; September, December, March and June for each Contract year
  - 2.1 The fourth quarter report shall include:
    - 2.1.1 Contractor's description of the prior year's summary of activities;
    - 2 1 2 The next year's projected number of prenatal and postpartum clients to be enrolled;
    - 2 1 3 Current and projected caseload of each Community Health Worker;
    - 2.1.4 Projected number and type of FTE's for program;
    - 2 1 5 Projected number of visits by type to be provided;
    - 2 1 6 Number of classes to be provided by topic;
    - 2.1.7 The plan to address any quality improvement indicators as described in the HSPPM within thirty (30) days after the beginning of the fiscal year starting July 1;
- 3. Core Training Master Scoring Sheets for all Community Health Worker staff and Home Visiting Checklists for all staff within ninety (90) days after employment as described in the HSPPM;
- 4. Copies of any proposed or executed consultant subcontracts or other agreements to provide any of the services described in the Scope of Work;
- 5. Submit a copy of all visit forms signed by clients by the 15th of each month;
- 6. Submit a copy of follow up visit check list of client visits by the 15th of each month; and
- 7 Submit a copy of staff monthly calendars by the 15th of each month.
- 8. Submit a copy of the Criminal History (Attachment 6) for new employees within 90 days of employment

#### J. Notices, Correspondence and Reports

Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Health Start Program Manager ADHS Bureau of Women's and Children's Health 150 North 18<sup>th</sup> Avenue, Suite 320 Phoenix, Arizona 85007-3242 (602) 364-1421 (602) 364-1494

Notice, correspondence, and reports from ADHS to the Contractor shall be sent to:

Contractor Position Name Company Street Address City, State, Zip code Telephone number Facsimile number Email address

Payments to the Contractor should be mailed to:

(Contractor Name and Address)

### PRICE SHEET

### 6. Completed Price Sheet

Description	Unit	Unit Rate
Data Preparation	Per Month	\$140
Negative Pregnancy Test	Per Person	\$45
Visits		
Client Enrollments	Per Person	\$90
High Risk Nurse Home Visits	Per Child	\$120
Client Visits Prenatal &	Per Person	\$90
Family Follow-up Visits		
Multiple-Child Visits	Per Child	\$65
Classes for Clients	Per Class	\$200
Enhanced Alcohol Screening	Per Person	\$15
Visits		
Enhanced Brief Intervention	Per Person	\$30
Visits re: Alcohol		
Nurse Consultation	Per Hour	\$45
Social Work/LPC	Per Hour	\$40
Consultation		
<b>Approved Community Health</b>	Per Person/Per Day/Per the	\$200
Worker Training	Arizona Department of	
1997	Administration General	
	Accounting Office	
	guidelines	

Pricing shall be inclusive of all costs to provide the Services. No other costs shall be allowed.

Budget Term: 7/1/2010 TO 6/30/2011

### FINAL PROPOSAL REVISION

#### Response to Request for Proposal, HP061205, Health Start Services

We are submitting the following information as requested for clarification and further consideration.

#### 1. Method of Approach

- a. Clarify further how the services will be expanded, by how much, who is the additional targeted audience and explain the need for expansion. During the past year we had 2.54 FTE Community Health Workers dedicated to Health Start and 3.26 FTF CHW's dedicated to the First Things First Program. As we chose not to continue with the FTF program but to continue with and expand the Health Start program increasing it to 4.3 FTE for the CHW roles, we see that we will be able to continue services to previous FTF clients who qualify for HS. That target audience alone will be the almost 100 clients who currently have children less than 2 years of age in the FTF program and close to 20 who are currently pregnant. They would not be able to participate in a Home Visitation program in Cochise County otherwise.
- b. Clarify further how Home Visits are determined and where and how staff is assigned to avoid duplication. There will be 2 staff in Sierra Vista with an FTE of 1.8, 2 staff in the Willcox/Benson area with an FTE of 1.5 to serve the large Hispanic population and large geographic area, and 1 staff in Douglas with 1.0 FTF.
- c. Clarify further how the FASD number was derived. The projected number screened is higher than the total number enrolled. We were looking at the number of clients we currently have and perceived that those who were pregnant (50) would also need a FASD screening rather than only targeting new registrations.
- d. Clarify further how Home Visits, screening and negative pregnancy tests will be conducted. Our CNWs will make home visits within the community they serve. Transportation costs are included in the grant. The screenings for FASD will be done privately with the client during the registration visit. The client will be educated on the fact that all participants in the program are being screened so that the possibility of help for a client can be available to all clients. Those clients having a negative pregnancy test will be educated following the results on methods of contraception, family planning, etc. if that is the desire, as well as being referred to family planning within the Health Department for further education and information if needed.
- e. Clarify further the Nurse Consultation hours; this appears to be the role of the coordinator. We were able to use our Registered Nurse last year for more hours and really wanted to continue that service. However, the home visits, and staff training can be delegated to the Program Coordinator as in the past.
- f. Clarify further the criteria for First Things First. This appears to be a duplication of services. FTF was only referred to as a project we participated during the past year which gave the Health Department added experience in the Community Health Worker Home Visitation Model. The Health Department is not directly working with FTF during this fiscal year. There will be no duplication of services, as any clients we have that may need more intensive services will be referred to the appropriate agencies or programs available in our area. FTF-related

services will be provided by CHW Sonia Millet, who is budgeted as a 0.7 FTE for Health Start. It is anticipated that of the additional 0.3 FTE that makes Sonia a 1.0 FTE, 0.1 FTE of that time will be spent on FTF service provision. These clients will not be enrolled in Health Start but will be given only one or two support specific interventions as determined by the referral she receives.

- g. Clarify further how the projected numbers of clients were determined and how services will be provided to meet the requirements of the RFP. As indicated in the RFP and the Policy and Procedure Manual it is anticipated that each 1.0 FTE would have a caseload of 70 active clients. Unless we misunderstand the definition of active client, we realize that each active client will not be seen each month. As such, in any one month each 1.0 FTE is expected to see 55 clients. We projected 2850 visits per year or 237.5 visits per month based on 55.2 visits per FTE (55.2 x 4.3) rounded up. If 1 FTE is to have an active caseload of 70 then our projection of CHW FTE of 4.3 would be 301 active clients at any one time. When projecting out the actual visits and preparation time, 55 visits per month per FTE is a workable number for our staff to accomplish.
- h. Clarify further the projected numbers by enrollment type and visit type. FASD screenings exceeded the total number enrolled. To determine the number of prenatal visits, we determined that about 38% of our visits would be with prenatal clients or 1090. Of the 1760 visits remaining about 25% would be multiple visits. Thus there would be 1332 Family Follow up visits and 428 multiple child visits for a total of 2850 visits.

Prenatal annual visits – 1090 Family Follow up – 1332 Multiple Child 428 L 2850

TOTAL 2850

Plans are to complete an FASD screening on our current 50 pregnant clients as well as our 125 new clients.

- i. Clarify further how Home Visits will be tracked so there is proof of no duplication of services. As mentioned before the staff will only be working with the Health Start program and each staff has their own caseload thus avoiding duplication of services.
- j. Clarify further the hours for consultation. The requirement of the RFP is only 4 hours. By consultation, we understand this to be the nurse position. We recognize that 4 hours per month is the minimum required. However, we believe that additional access to our IBCLC qualified RN will not only benefit our clients but our staff as well.
- k. Clarify further other home visiting programs that are available. The Health Start Program is the only home visitation program in our area that targets pregnant women. The Bright Future program in Cochise County targets families with more social/emotional issues, and families needing more intense interventions than is the directive of the Health Start Program. Once again we refer to these agencies as needed and they refer their clients to us as they see our program as a better fit for their clients. No client is in both programs simultaneously. A

screening tool has been jointly developed with these agencies to determine which program will serve the clients needs most effectively.

#### 2. Experience and Expertise:

- a. Clarify if the person on Attachment #3 is Letty or Gina and provide a complete resume for both. Proposal states Letty is on maternity leave. Letty is a CHW with 16 years of experience who was out on extended sick leave through June 2. She has returned and is working in Douglas as 1 FTE. Gina is our Licensed Nurse and will be on maternity leave in September. She will be returning to work in December 2010. During the intervening three months, our department's Director of Nursing will be available to serve the program as she has done in the past
- b. Clarify the role of Charlton as the information provided does not reflect the person is employed by the County. Mary Charlton is referenced on page 11 paragraph 3 of our application. She is a Licensed Social Worker and works for Cochise Health Systems, which is another county service agency co-located with the Health Department in Bisbee. We understand that the RFP requires that we retain the services of a licensed social worker, and we have done so.
- c. Clarify the role for Millet as no duties or key responsibilities were listed. Sonia Millet has the same duties as the other CHWs. Her responsibilities are listed on attachment 3 of the original submission. She will be joining Eskue to cover the entire northern section of the county.
- d. Clarify the role and accountabilities for the Director of Prevention as this role is not included in the narrative. Our application states the following regarding the Prevention Services Director's time commitment:

"The Director of Prevention Services position will be vacant on June 30, 2010. Recruitment for her replacement is underway. The director reports directly to the county Health Director/ Health Officer. The director is budgeted at 0.05 FTE (two hours/week)."

We have found that all programs within the department's Prevention Services division benefit from weekly oversight by the division's director. Not only does "writing the Director in to the grant" provide the program's project manager with dedicated time from the division director to address personnel, budget and other issues, doing so also provides the director with the opportunity to ensure that the Health Start program is fully integrated with other divisions of the health department, particularly the nursing division. The two hours per week of the Division Director's time that we have budgeted will, we think, be sufficient to accomplish these functions.

e. Clarify further how recruitment of staff will occur if there is a vacancy.

In order to fill vacant positions we will typically first look internally within the health department for qualified and trained staff. Proceeding in this manner first gives us the potential to shorten the learning curve for personnel being added to the program.

If internal applicants are not available, the external recruitment is initiated and follows the process set forth by the county's human resources department. Briefly, the program manager requests of the division director and the health director that the vacancy be filled and demonstrates that sufficient budget exists to do so. The director forwards the request to the

deputy county administrator and the human resources director for approval. Once given, the position is posted by the county for recruitment.

- f. Clarify further who will provide the Nurse Consultant services. It is unclear if this will be fulfilled by Gina. Gina Kruml will be providing the Nurse Consultant services.
- g. Clarify further the responsibilities for the Community Health Nurse. The Nurse Consultant time is to be spent working with LBW babies who aren't being tracked by the hospital and giving support to staff as needed for high risk clients and to support breastfeeding as much as possible. As they are identified, their charts are brought to monthly staff meetings for further review and notes are kept in the client's charts for future reference. The Social Worker is also available for these interactions as needed.

#### 3. Costs:

a. Clarify further the number of clients that will be served. The ratio of staffing versus the current projected number of 300 is low. As indicated in the RFP and the Policy and Procedure Manual it is anticipated that each 1.0 FTE would have a caseload of 70 active clients. Unless we misunderstand the definition of active client, we realize that each active client will not be seen each month. As such, in any one month each 1.0 FTE is expected to see 55 clients. We projected 2850 visits per year or 237.5 visits per month based on 55.2 visits per FTE (55.2 x 4.3) rounded up. If 1 FTE is to have an active caseload of 70, then our projection of a CHW FTE of 4.3 would be 301 active clients at any one time.

#### 4. Additional Clarification:

- We wish to clarify that Marilyn Godfrey will remain the Health Start Program Coordinator, a position she has held successfully since September 2009. At the time our application was submitted in March 2010 it appeared that, due to staffing constraints within the Division, Marilyn would be needed elsewhere and Suzanne Hagle would be stepping into the role. These constraints have eased and the Health Start Program will benefit greatly from the continuity of management that Marilyn offers. As such, Marilyn's resume is attached to this response for inclusion in our application.
- Since we will be decreasing the nurse from a .2 FTF to a .02 FTF there will be a savings to the budget of \$10,000.00 + ERE's
- 5. Attachments: Resumes for Gina Kruml, Letty Martinez, and Marilyn Godfrey.



Vaira Harik, Director

d. Provide a copy of the Screening Tool that will be used to the risk assessment to determine the most appropriate program for the client.

Please see Attachment 2 of this document.

Describe how the County Health Department will work with the existing NICP provider.

We will work with the Cochise County chapter of the Easter Seals Blake Foundation, which supports the ADHS/NICP program in our area, to make sure that infants who have been in NICU for 5 days or longer and are NOT being followed by ADHS/HRPP (NICP) will be followed by our Nurse Consultant to provide a minimum of one (1) but no more than three (3) visits per year up to the infant's first (1) birthday (reference: HS P&P Chapter 7-7-4).

Complete the attached Projection Worksheet

Please see Attachment 3 of this document.

#### 2. Experience and Expertise:

a. Explain the decrease in the Nurse from 0.2 to 0.02. Is this the Community Nurse or Nurse Consultation position?

This is a Nurse Consultation position. As you note in question 1.b., above, four hours per month is the minimum number of hours needed for this function. The time commitment for our Nurse Consultant, Gina Kruml, is budgeted accordingly at 0.023 FTE.

b. The Director of Prevention should be removed from the budget as this position is not required by Health Start. As described, the Program Coordinator should fulfill this role.

Done.

Main:

c. Describe how vacancies will be fulfilled with persons representing the community that they will serve. Program staff identified appears to have been moved from a previously funded program.

CHWs funded under this proposed budget have been with the Health Start program in Cochise County since at least 2009 under the previous IGA. One has been working in Health Start since 1997; a second since 2006; a third since 2008; and one since 2009. Each CHW serves the community in which they have lived for many years.

During FY 10, for funding reasons, CHWs working in Health Start were also partially funded by FTF. Effective July 1, 2010 this is no longer the case. Detailed Time Distribution Records (TDRs) of staff time allocated to both of those funding sources are available for review if ADHS requires confirmation.

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> Fax: 520-586-2051 Fax: 520-364-5453 Fax: 520-459-8195



Vaira Harik, Director

d. Describe how the CHN will be working with under the ADHS/NICP program. The CHN services under Health Start will only be provided if the current ADHS/NICP contractor cannot serve all the infants that qualify/enroll for that program. Otherwise the CHN should not be providing services to low birth weight babies under Health Start.

Our Health Start Nurse Consultant will liaise with the Easter Seals Blake Foundation in Cochise County in order to make certain that all infants at high risk are being served. We will not be providing high risk nursing in-home visits to infants who are Health Start enrollees, have been in the Neonatal Intensive Care Unit (NICU) for five days or longer and are already being followed by a High Risk Perinatal Program (NICP) provider.

Among other functions, our Screening Tool (Attachment 2) is for use by our staff to identify clients who may be obtaining services from NICP. When such clients are identified our staff will not refer the client to our Nurse Consultant. As the staff of NICP and our Nurse Consultant will work closely together, we can assure that these children are served appropriately. Currently there are four NICP contract nurses in Cochise County available to us. One of them, Maureen Kappler, RN, worked with our Health Start program for many years and we have an excellent working relationship with her.

#### 3. Costs

a. Remove the Prevention Director position from the budget.

Done.

b. Explain the increase to 4.3 FTF when the projected number of clients is the same overall as in previous years.

Total FTEs for CHWs are revised downward from 4.3 to 3.4. As follows:

CHW 1 (Sierra Vista)	0.8 FTE
CHW 2 (Sierra Vista)	0.8 FTE
CHW 3 (Benson, Willcox)	0.8 FTE
CHW 4 (Douglas)	1.0 FTE
Total	3.4 FTE

This number, 3.4 FTE for CHW level of effort is only slightly higher than was set forth in the 2008 Contract Amendment #3 (HP561263-006) of 3.2 FTE (see Attachment 4).

Please note that the territory of Cochise County is over 6,200 square miles. It is a daunting task to organize and carry out services across this geographical area with only four people. The relative dearth of funding available causes us to have to find additional financial support for three of the four CHWs. This number of CHW FTEs is the absolute minimum needed in order to meet the service targets set forth by Health Start and to maintain the service levels we have attained in prior years.

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Vaira Harik, Director

Given this, if available, the Health Department may make use of the in-kind services of another departmental employee (duly trained and certified) to assist the program in serving its far-flung clientele. This idea has already received the approval of ADHS Health Start Program management.

Provide the County's firm and most competitive pricing.

Please see Attachment 5. Total funding being requested = \$182,822

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Vaira Harik, Director

#### ATTACHMENT 1.—ADHS Letter of 9/10/10



Division of Operations and Financial Services

Office of Procurement 1740 West Adams Street, Room 303 Phoenix, Arizona 85007-2670 (602) 542-1040 (602) 542-1741 Fax

JANICE K. BREWER, GOVERNOR WILL HUMBLE INTERIM DIRECTOR

September 10, 2010

Ms. Varia Harik, Director Cochise County Health Department 1415 Melody Lane, Building A Bisbee, Arizona 85603

Request for Proposal, HP061205, Health Start Services

Dear Ms. Harik,

Pursuant to the Arizona Procurement Code, ARS 41-2534, Competitive Sealed Proposals, R2-7-C315, Final Proposal Revision, the Arizona Department of Health Services (ADHS) hereby requests additional information for the referenced RFP from Cochise County Health Department. This represents an opportunity to amend your Proposal with additional information that may make your Proposal more competitive. ADHS is not asking for a new Proposal in its entirety

1. Method of Approach

a. Describe which staff will provide pregnancy tests and pre-conception education. Define the process

b. Provide the number of hours per month/per year anticipated for Nurse Consultation. Four is the minimum and meant mainly for case management of difficult cases. Other professional support may be provided such as orientation, core or in-services training as needed. On-going, lengthy courses for Community Health Workers on topics such as breastfeeding, should not be included as part of the Nurse Consultation

The First Things First program is not continuing. Sonia Millet was listed as 0.3 FTE for FTF Why were the additional hours added to Health Start if she is still working under FTF?

d. Provide a copy of the Screening Tool that will be used for the risk assessment to determine the most appropriate program for the client.

Describe how the County Health Department will work with the existing NICP provider.

c. Complete the attached Projection Worksheet.

2. Experience and Expertise:

a. Explain the decrease in the Nurse from 0.2 to 0.02. Is this the Community Health Nurse or Nurse

The Director of Prevention should be removed from the budget as this position is not required by Health Start As described, the Program Coordinator should fulfill this role

c. Describe how vacancies will be fulfilled with persons representing the community that they will serve. Program staff identified appears to have been moved from a previously funded program.

Describe who the CHN will be working with under the ADHS/NICP program. The CHN services under Health Start will only be provided if the current ADHS/NICP contractor cannot serve all the infants that qualify/enroll for that program Otherwise the CHN should not be providing services to low birth weight babies under Health Start.

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Vaira Harik, Director

Cochise County Health Department September 10, 2010 Page 2

Cost:

Remove the Prevention Director position from the budget

b. Explain the increase to 43 FTE when the projected number of clients is the same overall as in

Provide the County's firm and most competitive pricing. There is no additional funding for the Health Start program for the next fiscal year. To ensure services can be provided to the most clients throughout the state budgets need to be reduced. Complete the attached Price Sheet and Budget Worksheet and submit with your Final Proposal Revision.

If the County chooses not the respond to the request for Final Proposal Revision, your proposal submittal shall remain as is and unchanged. To respond to this request, you may send via fax, email, US Mail or any third party carrier. If you mail or send via a third party carrier, the envelope shall clearly state the RFP Number and the words "Final Proposal Revision". The due date for your submittal is Thursday, September 16, 2010 by 3:00 p.m. Local Time

If you have any questions, please contact me at 602-542-0442.

Sincerely,

Christne Roth

Christine Ruth Acting Chief Procurement Officer

cc: Solicitation file

Leadership for a Healthy Arizona

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Vaira Harik, Director



#### **Division of Operations** Office of Procurement

1740 W Adams Street, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX

Janice K. Brewer, Governor Will Humble, Director

#### **Facsimile Transmittal Sheet**

Agency: Cochise County Health Dept.   Number of Pages (Including transmittal cover sheet :) 1  Fax: 520-432-9480   Date: September 14, 2010  Phone: 520-432-9400   Re: HP061205   Reply   Original will be mailed					
Phone: 520-432-9400  Re: HP061205					
Re: HP061205					
X Urgent As Requested Reply Original will be mailed					
x Urgent					
If there is a problem with this transmission or you do not receive all the pages, please contact Christine Ruth at number 602-542-0442 immediately.					
Comment: THE FINAL PROPOSAL REVISION DOCUMENT DUE DATE HAS BEEN REVISED TO MONDAY, SEPTEMBER 20 <sup>TH</sup> . THE TIME REMAINS THE SAME @ 3:00 P.M.  REPSONSES MAY BE EMAILED TO MY ATTENTION: CHRISTINE.RUTH@AZDHS.GOV					

Leadership for a Healthy Arizona

CONFIDENTIALITY NOTICE This facsimile is the property of the Arizons Department of Health Services. The communication contains information that may be privileged, confidential or otherwise exempt form disclosure by applicable law. It is intended only for the person(s) to whom it is addressed. If you receive this communication in error, please do not retain or distribute it. Please notify sender immediately by telephone (see above) for instructions regarding the return or destruction of this communication.

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Main:

Thank you.

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Vaira Harik, Director

#### ATTACHMENT 2.—Screening Tool

### Cochise County Health Start Program Screening Tool

The following questions are intended to assist CCHD staff in determining whether or not clients might benefit from more intensive services provided by Arizona Children's Association (AzCA) and/or Child and Family Resources (CFR).

Additionally this form is used to identify children already enrolled in the ADHS/NICP (Neo-Infant Care Plan).

If any of the following conditions are present or occur during the course of CCHDprovided services, CCHD staff should contact their supervisor and inform her that a meeting with AzCA, CFR, or NICP staff might be beneficial.

1.	Has the family been referred to CPS?				
	Yes 🗌	No 🗌			
2.	Is there a child in the fa	mily with Ages & Stages scores in the "gray" area?			
	Yes 🗌	No 🗌			
3.	Is there a child in the fa "gray" area?	mily with Ages & Stages: Social-Emotional scores in the			
	Yes 🗌	No 🗌			
4.	Is the client open to have	ving services in the home more than once a month?			
	Yes 🗌	No 🗌			
5.	Is this baby being follow	ved by NICP?			
	Yes 🗌	No 🗌			

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Fax: 520-459-8195

Fax: 520-432-9480



Vaira Harik, Director

#### ATTACHMENT 3.—Projection Worksheet

Health Start Current Caseload and the Projection of the Number of Clients to be Served by Type 2010 - 2011 (FY11)

DESCRIPTION	Projected Number of Clients to be enrolled in FY11		
Client Enrollments - Prenatal	120		
Client Enrollments - Postpartum	30		
Total	150		

#### Projected Number of Visits by Type 2010 - 2011 (FY11)

Visits and Services	Projected Number per Year
Negative Pregnancy Test Visits	50
High Risk Nurse Home Visits	6
Client Visits - Prenatal	750
Client Visits - Family Follow-Up	900
Multiple-Child Visits	91
Classes for Clients	5
Enhanced Alcohol Screening Visits	120
Enhanced Brief Intervention Visits	30
Nurse Consultation (# of hours)	36
Social Work/LPC Consultation (# of hours)	48
Approved Community Health Worker Training (# per staff person/# trainings per day)	5 Staff @4 trainings per year.

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Vaira Harik, Director

#### ATTACHMENT 4.—Contract Amendment #3 of 2008



09-10

#### **CONTRACT AMENDMENT**

ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams. Room 303

Phoenix, Arizona 85007 (602) 542-1040

Contract No: HP561263-006

Amendment No: 3

Cynthia Daugherty

#### Health Start

It is mutually agreed that the contract referenced is amended as follows:

- 1. Pursuant to Special Terms and Conditions, page 8, paragraph 3, Contract Extension, this Contract is extended through June 30, 2009
- 2. Price Sheet, Page 2 of Amendment #2, is replaced by Price Sheet, page 2 of this Amendment #3 to include funding for 1 20 FTE to increase outreach and home visits targeting the African American population at Fort Huachuca Current FTE is 2 0; Proposed is 3.20 Contractor will be increasing outreach registrations from 75 to 150 per year Family followup visits will increase from 603 to 1100 to integrate interconception care into the program. The data preparation time for the additional paper work and tracking will increase by 12% per year

All Other provisions shall remain in their entirety

Vendor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date

The above referenced Contract Amendment is hereby executed this Phoenix. Arizona

Signature

Procurement Office

Cochise county Health Department

Name of Company

Your County Questions Answered: www.cochisecounty.com

Main: Benson: 1415 Melody Lane, Bldg A, Bisbee, AZ 85603 126 W 5th Street, Benson, AZ 85602

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Phone: 520-803-3900

Fax: 520-432-9480 Fax: 520-586-2051 Fax: 520-364-5453 Fax: 520-459-8195

Email: health@cochise.az.gov

1



Vaira Harik, Director

#### ATTACHMENT 5.—Revised Budget (as of 9/17/10)

	Α	В		С	D		E
1	ATTACHMENT 5.						
2	COCHISE COUNTY HEALTH START PROGRAM						
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4		Itemized Service	e Bud	get, FY 2	011	1	y pagagagan and the Archaeolis second as some
6	1. Personnel (use additional	pages, if necessary)					and the second s
7	FTE % Allocated	Position/Title	Annua	l Salary	Name of Employee	Total FTE '	
8	0.80	CHW	\$	24 000	Macedo (SV)	\$	19,200
	0.80	CHW	\$		Ash (SV)	\$	18,400
10 11	0.80	CHW	\$		Eskue (Bnsn, Wlcx)	\$	26,800
12	1.00	CHW	\$		Martinez (Dgls)	\$	24,000
13	1.0 (In-kind)	CHW	\$		Millet (Bnsn, Wlcx)	\$	
14	1.0 (III-Kiilu)					1	A stage to the families and whereas the second as the families
15	0,50	Program Coordinator	\$	40,500	Godfrey	\$	20,250
16	0.023	Social Worker (4 Hrs/Mo)	\$		Charlton	\$	1,145
						\$	109,795
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20	2. Employee Related Exp	<u>benses</u>		an en a de la companya de la company			
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24						\$	43,749
25		A CONTRACTOR OF THE PROPERTY O		and the second s			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
26	3. Professional and Outs	side Services					A STATE OF THE STA
27	ltem	Basis					Total
	Nurse ConsultantKruml	0.023 FTE = 4 Hrs/Mo.	\$	26.83	per Hour	\$	1,288
29	0	48	}	Weinstein	Hrs per Year		
30	1		<u> </u>				

(CONTINUED)

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Email: health@cochise.az.gov



Vaira Harik, Director

	A	В	С	D		<u> </u>
29						,,,/Alms-t-t
	4. Travel Expenses					managa a communa, co, co (co. co) a constant at accordi
31	ltem	Basis				Total
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	required travel to PHX)	\$ 34.00	Staff traveling	navemis, man by		
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53						
	6. Other Operating					
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56						
	General Office Supplies	And hit	and the state of t		\$	1,465
	Telephone	- I A A A A A A A A A A A A A A A A A A			\$	1,000
	Printing/Photocopying		the plantages is the condensation from the case of the		\$	1,405
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	Postage				\$	75
	The state of the s	(formerly in budget)			\$	
63		- In the state of		11,1,1 · · · · · · · · · · · · · · · · ·	\$	
64	Laptops	(formerly in budget)				
65	TOTAL, OTHER OPERAT	TING	**************************************		\$	4,345
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67				and the same of th		
	7. Capital Outlay Expens	ees			\$	-
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69		and the second s			_	3.14°
70				/a//		- Carlotte
71	8. Other		i			Total
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	Calculated vs. (Personnel			·D.F		40.40
73	+ ERE)	12%	of Personnel + E	:KE	\$	18,425
74						
75	GRAND TOTAL				\$	182,822

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### ORIGINAL PROPOSAL

### 4. Executive Summary A brief overview of the project as described in the Method of Approach.

The Cochise County Health Department's (CCHD) Adolescent, Maternal & Child Health (AMCH) Program has a long and successful history delivering both Health Start and other home visitation program services. The Cochise Count Health Department has been providing Health Start program services since 1995. Cochise County, located in southeastern Arizona, is a large, rural county. Geography poses a number of problems – everything from distances to be covered to lack of service providers. Despite a number of challenges, the CCHD AMCH Program has worked to reduce the risk of pre-term births and low birth weight (LBW) births among our Health Start clients. There were no LBW infants born to CCHD AMCH Health Start clients during the last grant cycle.

The Health Start Program generates both medical and social successes for our clients. Because of these successes, the CCHD AMCH Program seeks to increase staffing in order to increase caseload. We have identified a substantial need for bi-lingual Community Health Workers (CHW's) and will bring them onto the Health Start Program. We are also proposing to increase the amount of nursing time available to the CHW's. The Nurse, who is also an International Board Certified Lactation Consultant (IBCLC), will be better able to serve clients who are having breastfeeding issues as well as being available for more high risk clients. Our Nurse is the only IBCLC in Cochise County.

In terms of other staffing changes, we will be adding a Social Worker to the program. In the past, Cochise County had been allowed to go without a Social Worker due to the lack of licensed professionals in the county. We are pleased to have this new resource that will further strengthen our program. We will also be increasing the Project Manager's time on the Health Start Program. This will allow us to devote more time to insuring that we are correctly adhering to the program's quality and integrity protocols.

Our outreach efforts will be vitally important if we expect to increase our caseload. While we have been able to rely on word-of-mouth referrals to keep us busy, we will also focus on recruitment. Fortunately, staff have excellent relationships with other social and human services providers. These service providers will be able to assist us in our efforts.

Professional development of the staff has been a priority for the CCHD AMCH Program during the past year, and it will continue to be so again in the next grant cycle. The administrative staff and CHW's will seek new and relevant trainings for Health Start approval. Each CHW has at least one area of expertise in which they have received additional training. Some of these areas include: substance abuse, domestic violence, postpartum depression, and breastfeeding.

Cochise County women and children are in need of Health Start services. As detailed below, the county suffers from poverty, unemployment, and a lack of healthcare providers. A disproportionate number of mothers experience serious medical conditions during pregnancy or do not receive prenatal care. We have done much to address these obstacles with previous Health Start funding, but we are ready to do more.

#### 5. Method of Approach

Submit examples of prior projects completed within the last three (3) years with activities similar to those as described in this solicitation, a description of the work performed, the approach used to complete the project, recommendations made to the clients and the project outcome.

The Cochise County Health Department has provided Health Start services for over 15 years. No LBW babies have been born to Cochise County Health Start clients during the past five years. Former Health Start clients have received their GEDs, finished nursing school, and otherwise become productive members of society.

The Cochise County Health Department has a long history of delivering maternal and child health programs. Presently, we are providing home visitation services as a result of soliciting and receiving First Things First (FTF) funding. Our FTF Home Visitation Program allows us to provide services to clients who might have previously been with Health Start but who are now too old as well as to new clients in need of services. The FTF Program also seeks to identify pregnant women and children with medical and/or social risks. Our program is part of a continuum of care for Cochise County residents that can identify and address concerns regarding behavioral health, developmental delays, and general parenting.

The Community Health Worker Model is used to conduct home visits and provide referrals to programs that can provide more intensive services as needed. Recommendations and referrals are numerous and mirror those that Health Start clients receive. One of the main differences between FTF referrals and Health Start referrals involve getting older children into services provided by the school districts.

Two full-time CHW's, and three part-time CHW's currently deliver FTF services. Outcomes included: over 200 families in Cochise County have received services and referrals over the past year. Ages & Stages developmental testing is being conducted every six months up to the sixth birthday. FTF funding has allowed for additional staff to be hired. This has resulted in an increased ability to provide services in the Douglas and Willcox areas.

Applications are in place to extend services beyond June of 2010.

The Cochise County Health Department received funding from the General Mills Foundation in 2009 to train childcare providers on the importance of and how to implement nutrition and physical activity programs for their clients. Trainings were provided to childcare workers on two evidence-based curricula. Follow-up support was provided. Outcomes included: incorporation of 60 minutes of supervised active play each day at participating childcare centers, weight stabilization of obese children, and at least two nutritional improvements in meals

and snacks provided. Over 500 children participated in this program. Parent educational materials helped to reinforce the changes being made at the childcare centers and covered topics like: the importance of family meals, the importance of calcium-rich foods, and the benefits of consuming whole grains.

Offerors must identify a neighborhood/community, city or county targeted service area that would benefit from Health Start services per Arizona Revised Statue A.R.S. § 36-697. The justification supporting the selection of the targeted service area must be described in detail, identifying a need for Health Start services.

The Cochise County Health Department's AMCH Program serves residents of Cochise County.

According to US Census data from 2008, Cochise County is home to about 130,000 residents. Thirty-two percent of Cochise County residents identify themselves as being of Hispanic descent. Five percent of Cochise County residents are Black. Fifty-nine percent of residents are White, Non-Hispanic. Thirty percent of residents speak a language other than English at home.

Census data also show that 16 percent of Cochise County households are below the Federal Poverty Line compared to the state average of 14.7 percent. Data from 2005 show that the per capita income varied widely across the county. For the entire county, the per capita income was \$20,187. For Douglas residents, the per capita income was \$12,919 and for Willcox it was \$14,918. Twenty-one percent of Cochise County residents lack a high school education (US Census Data, 2000).

In March 2010, the US unemployment rate was 9.7 percent, and the Arizona unemployment rate was 9.6 percent (Cochise College Center for Economic Research). Unemployment in individual cities in Cochise County varied tremendously, with a low of 5.0 percent in Sierra Vista to a high of 14.4 percent in Benson. Douglas and Willcox reported rates of 12.5 percent and 12.4 percent respectively. Unemployment and underemployment is endemic in many areas of the county.

While unemployment and crime often go hand in hand, Cochise County's crime rates are low. FBI data from 2007 place Cochise County 14<sup>th</sup> for violent crimes and 11<sup>th</sup> for crimes against property out of the 15 counties in the state.

According to data from the Arizona Department of Health Services (ADHS), Cochise County had the fourth highest incidence of low birth weight (LBW) babies born of all counties in Arizona in 2008 (Advance Vital Statistics, 2008). This is concerning since Cochise County is the eighth largest county in Arizona in terms of population. The incidence of LBW babies in Cochise County was 7.9 per 100 births, which is higher than the state average of 7.1. Additional data from

2008 places Cochise County eighth out of Arizona's 15 counties when it comes to the infant mortality rate per 1,000 live births. Only two other counties had more women delivering babies who had not received prenatal care (Advance Vital Statistics, 2008). The need for services such as those available through our Health Start Program is very clear in this county.

There are approximately 25,000 women of child-bearing age (ages 15-44) in Cochise County (Arizona Health Status and Vital Statistics, 2008). Roughly 42 percent of children born in Cochise County in 2008 were born to Hispanic mothers, while ten percent of children were born to women of races and ethnicities other than White, Non-Hispanic or Hispanic (Advance Vital Statistics, 2008). In terms of LBW babies, 33 percent of Cochise County's LBW babies were born to Hispanic mothers and 11 percent were born to African American mother (Advance Vital Statistics, 2008). Eight percent of Cochise County babies were born before 37 weeks gestational age (Arizona Health Status and Vital Statistics, 2008). Thirty-eight percent of all births in Cochise County in 2008 were to mothers who had some sort of medical risk factor during pregnancy compared to 23 percent in Coconino County — a county of comparable size and births (Arizona Health Status and Vital Statistics, 2008).

Looking at healthcare services, Cochise County's resources are limited. These gaps were discussed above. To summarize, only one hospital in the county, Sierra Vista Regional Health Center (SVRHC), delivers babies. Sierra Vista is more than 30 minutes away from most major population centers in the county SVRHC has a level two NICU, but mothers and babies in need of a higher level of care are frequently sent to Tucson or even Phoenix. Services for the homeless and those experiencing domestic violence do not exist in Willcox. There is no residential treatment facility for substance abuse in Cochise County. Cochise County has recently benefited from the arrival of Pantano Behavioral Health Services. Pantano works strictly with adolescents.

The Offeror shall include the projection of the number of proposed prenatal and postpartum clients and high risk postpartum clients to be enrolled in the program that must live within the targeted service area, the Offeror must include the projection/frequency of the following services to be provided in a twelve month period:

Service or Clients	Number Projected
Data Preparation	12
Negative pregnancy test visits	100
Client enrollments	125 (new)
High risk nurse home visits	40
Client prenatal visits	1,090
Client family follow-up visits	1,332
Client multiple child visits	428
Classes for clients	10
Enhanced alcohol screening visits	175
Enhanced brief intervention visits re: alcohol	30
Nurse consultation	416 hours
Social work/LPC consultation	48 hours
Proposed trainings attended	6 staff each attending 4 trainings (24 total)

Offeror must describe the strategies that will be utilized to conduct outreach and to recruit new clients on an ongoing basis.

We find that the best source of referrals for our program is word of mouth from former or current clients. We also provide information to a number of agencies and organizations – usually in the form of brochures or CHW contact information. The following list shows the organizations and agencies that we target for outreach efforts.

#### Cochise County AMCH Program Outreach Targets

- DES
- Head Start programs, Migrant Head Start/Chicanos Por la Causa
- Internal partners within the Health Department, including Nursing Services, Family Planning, WIC
- Area hospitals, physician offices, SEABHS offices
- Child and Family Resources/Arizona Children's Association
- Salvation Army; Catholic Community Services; Army Community Services

- Chiricahua Community Health Centers
- House of Hope, Forgach House, Women's Transition Project
- Local churches, food banks, schools, and daycare centers

Describe the resources available to enroll clients from the identified neighborhood/community selected as the targeted service area. Identify gaps in health care and social/behavioral health services that exist in the targeted service area. Briefly explain the relationships the Offeror has established with community resources.

Enrolling clients into the Health Start program has been, and will continue to be, done by the Community Health Workers. Because we are expanding our caseload, we have begun to put "referral packets" together for agencies and individuals who are able to collect potential client information for follow-up by our staff. The packets include a brochure that describes Health Start and a form for potential clients to sign that allows agencies to share the client's contact information with us. Referral packets have been provided to staff working in other Health Department programs, namely WIC and family planning. We plan to extend this campaign to include the immunization nurses at the Health Department as well.

There are a number of gaps in services, and many of these gaps stem from a sheer lack of providers in the county. As discussed previously, Cochise County has been designated as a Federal and an Arizona Medically Underserved Area (Bureau of Health Systems Development – ADHS, 2009). Cochise County is also a Mental Health Healthcare Provider Shortage Area (HPSA) (Bureau of Health Systems Development – ADHS, 2009). All but one of Cochise County's primary care areas have been designated as Federal Healthcare Provider Shortage Areas. These include: Benson, Bisbee, Douglas, Elfrida, Sierra Vista, and Tombstone (Arizona Underserved Areas...ADHS, 2010). Only one hospital in the county, Sierra Vista Regional Health Center, delivers babies.

In addition to long-standing cross-referral relationships between the Health Department's Health Start Program and its Nursing and WIC services, the CCHD AMCH Program has developed a number of fruitful relationships that assist us in recruitment efforts. We are working closely with Child and Family Resources and Arizona Children's Association to identify potential Health Start clients through an information sharing agreement – subject to client permission.

Previous efforts surrounding lead testing have led to close partnerships with daycare centers and Head Starts, and CCHD AMCH Program staff display information at local DES offices in order to attract clients to the program. The CCHD AMCH Program also works closely with Chiricahua Community Health Centers to mutually assist clients. For example, Chiricahua has staff available to assist our clients who are dealing with issues of domestic violence.